

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

Nutra-Blend, LLC,	)	
	)	
Plaintiff,	)	Case No. _____
	)	
v.	)	<b>COMPLAINT</b>
	)	<b>(JURY TRIAL DEMANDED)</b>
Animal Nutrition, Inc.,	)	
	)	
Defendant.	)	
	)	

For its Complaint against Defendant, Plaintiff states and alleges as follows:

**PARTIES, JURISDICTION  
AND VENUE**

1. Plaintiff Nutra-Blend, LLC (“Nutra-Blend”) is a Missouri limited liability company. Nutra-Blend’s sole member is Purina Animal Nutrition LLC (“Purina”), which is a Delaware limited liability company. Purina’s members are Land O’Lakes, Inc. and LOL Holdings II, Inc. Land O’Lakes, Inc. is a Minnesota cooperative corporation with its principal place of business located in Arden Hills, Minnesota. Under 28 U.S.C. § 1332(c)(1), Land O’Lakes, Inc. is a citizen of the State of Minnesota. LOL Holdings II, Inc. is a Delaware corporation with its principal place of business located in Arden Hills, Minnesota. Under 28 U.S.C. § 1332(c)(1), LOL Holdings II, Inc. is a citizen of the States of Minnesota and Delaware. Because the members of its sole member are citizens of the States of Minnesota and Delaware, Nutra-Blend is also a citizen of the States of Minnesota and Delaware.

2. Defendant Animal Nutrition, Inc. (“Animal Nutrition”) is a Missouri corporation with its principal place of business located in Kirkwood, St. Louis County, Missouri. Under 28 U.S.C. § 1332(c)(1), Animal Nutrition is a citizen of the State of Missouri.

3. The amount in controversy in this case, exclusive of costs and interest, exceeds the sum of \$75,000.00.

4. The Court has subject-matter jurisdiction over this case under 28 U.S.C. § 1332(a) based upon the complete diversity of citizenship between the parties and the fact that the amount in controversy, exclusive of costs and interest, exceeds the sum of \$75,000.00.

5. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1).

#### **FACTS COMMON TO ALL COUNTS**

6. Nutra-Blend is engaged in the business of producing and distributing animal feed additives and other related products.

7. Animal Nutrition is engaged in the business of distributing animal feed additives and other related products.

8. Nutra-Blend formally sold animal feed additives and other products to Animal Nutrition on credit.

9. Animal Nutrition failed to pay for certain animal feed additives and other products that it ordered and received from Nutra-Blend from June through November 2016 (“the Products”).

10. The net, unpaid purchase price due for the Products is \$109,765.81. A true and correct summary of the unpaid invoices and credits is attached to this Complaint as Exhibit A. True and correct copies of the unpaid invoices and credit memoranda are collectively attached to this Complaint as Exhibit B.

11. Despite demand, Animal Nutrition has failed and refused to pay the balance of the purchase price due for the Products.

12. Nutra-Blend has satisfied all conditions to the prosecution of this action.

**COUNT I  
ACTION FOR THE PRICE**

Nutra-Blend restates all of the foregoing paragraphs of this Complaint and further states and alleges as follows:

13. The Products constitute “goods” under Mo. Rev. Stat. § 400.2-105(2).

14. Animal Nutrition received and accepted the Products from Nutra-Blend.

15. Upon information and belief, Animal Nutrition sold the Products to its customers.

16. Under Mo. Rev. Stat. §§ 400.2-607(1) and 400.2-709(1)(a), Nutra-Blend is entitled to recover from Animal Nutrition the balance of the purchase price due for the Products in the amount of \$109,765.81.

17. Nutra-Blend is also entitled to recover prejudgment interest, costs and disbursements.

**COUNT II  
BREACH OF CONTRACT**

Nutra-Blend restates all of the foregoing paragraphs of this Complaint and further states and alleges as follows:

18. Animal Nutrition contracted and agreed to pay Nutra-Blend the purchase price for the Products.

19. Animal Nutrition breached its contractual obligations to Nutra-Blend by failing to pay the balance of the purchase price due for the Products.

20. Nutra-Blend is entitled to recover from Animal Nutrition the balance of the purchase price due for the Products in the amount of \$109,765.81.

21. Nutra-Blend is also entitled to recover prejudgment interest, costs and disbursements.

**COUNT III  
ACCOUNT STATED**

Nutra-Blend restates all of the foregoing paragraphs of this Complaint and further states and alleges as follows:

22. Nutra-Blend regularly sent Animal Nutrition invoices and account statements itemizing the amounts due under its account.

23. Animal Nutrition never made any objections to any invoices or account statements that it received from Nutra-Blend. To the contrary, Animal Nutrition acknowledged that the amounts reflected on Nutra-Blend's invoices and account statement were accurate and due to Nutra-Blend.

24. Animal Nutrition's failure to object to Nutra-Blend's invoices and account statements created an account stated in favor of Nutra-Blend in the amount of \$109,765.81.

25. Nutra-Blend is entitled to recover the full amount of its account debt from Animal Nutrition in the principal amount of \$109,765.81.

26. Nutra-Blend is also entitled to recover prejudgment interest, costs and disbursements.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Seventh Amendment to the United States Constitution, Nutra-Blend hereby demands a trial by jury.

**WHEREFORE**, Nutra-Blend respectfully prays for this Court's judgment as follows:

1. Awarding Nutra-Blend money damages against Animal Nutrition in the principal amount of \$109,765.81;
2. Awarding Nutra-Blend prejudgment interest;
3. Awarding Nutra-Blend all of its attorney fees, costs and disbursements; and
4. Granting Nutra-Blend all such other and further relief as the Court deems just and equitable under the circumstances.

NUTRA-BLEND, LLC

Dated: September 25, 2018

By: s/Jonathan C. Miesen  
Jonathan C. Miesen  
Associate General Counsel-Litigation

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